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Attorneys for Richard M. Pachulski,
Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LAYFIELD & BARRETT, APC,

Debtor

Case No.: 2:17-bk-19548-NB

Chapter 11

**NOTICE OF MOTION AND MOTION FOR
ORDER APPROVING SETTLEMENT WITH
CONAL DOYLE, WILSHIRE LAW FIRM,
PLC, BABAK BOBBY SAADIAN AND
NEIFERT KHORSHID, A PROFESSIONAL
LAW CORPORATION; MEMORANDUM OF
POINTS AND AUTHORITIES AND
DECLARATION OF JAMES K. T. HUNTER
IN SUPPORT THEREOF**

Hearing:

Date: March 3, 2020

Time: 1:00 p.m.

Place: United States Bankruptcy Court
Edward R. Roybal Federal Building
255 E. Temple Street
Courtroom 1545

Los Angeles, California

Judge: Hon. Neil W. Bason

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 **TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY JUDGE;**
2 **CONAL DOYLE; WILSHIRE LAW FIRM, PLC; BABAK BOBBY SAADIAN; NEIFERT**
3 **KHORSHID, A PROFESSIONAL LAW CORPORATION; THE DEBTOR; WELLGEN**
4 **STANDARD, LLC.; ALL PARTIES RECEIVING CM/ECF NOTICE; THE OFFICE OF**
5 **THE UNITED STATES TRUSTEE; AND PARTIES REQUESTING SPECIAL NOTICE:**

6 **PLEASE TAKE NOTICE** that Richard M. Pachulski, in his capacity as Chapter 11 Trustee
7 (the "Trustee") of Layfield & Barrett, APC (the "Debtor"), hereby moves (the "Motion") the Court
8 for entry of an order pursuant to Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the
9 "Bankruptcy Rules") to approve a settlement ("Settlement") between the Trustee and Conal Doyle,
10 ("Doyle"), Wilshire Law Firm, PLC ("WLF"), Babak Bobby Saadian ("Saadian") and Neifert
11 Khorshid, a professional law corporation ("NK" and, collectively with Doyle, WLF and Saadian,
12 "Remaining Defendants", and together with the Trustee, the "Parties"), resolving the claims for the
13 avoidance and recovery of alleged preferential transfers from Remaining Defendants set forth in the
14 complaint.⁹².

15 **PLEASE TAKE FURTHER NOTICE** that a hearing regarding the Motion will be
16 conducted on **March 3, 2020, at 1:00 p.m. Pacific Time**, or as soon thereafter as counsel may be
17 heard before the Honorable Neil W. Bason, United States Bankruptcy Judge, in Courtroom 1545 of
18 the Edward R. Roybal Federal Building, 255 East Temple Street, Los Angeles, California 90012.

19 **PLEASE TAKE FURTHER NOTICE** that the Motion is based on this Notice of Motion
20 and Motion, the Memorandum of Points and Authorities and Declaration of James K. T. Hunter
21 annexed hereto, the record in this chapter 11 case ("Case"), as well as any other documentary
22 evidence as may be presented to this Court, Bankruptcy Rule 9019(a) and Local Bankruptcy Rule
23 9013-1.

24 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-1(f),
25 if you wish to oppose the Motion, you must file a written response with the Court and serve a copy
26 of it upon the undersigned counsel no later than fourteen (14) days prior to the hearing regarding the
27 Motion. The failure to properly file and serve an opposition may be deemed consent to the relief
28 requested in the Motion or a waiver of any right to oppose the Motion.

DATED: February 7, 2020

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ James K.T. Hunter

James K.T. Hunter

Attorneys for Richard M. Pachulski,
Chapter 11 Trustee

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION AND BACKGROUND FACTS

In April of 2016, a personal injury action filed by Jeffrey Young (“Young”) settled for \$850,000. The bulk of the settlement proceeds (\$700,000, the “Young Settlement Funds”) was deposited into the client trust account of Layfield & Barrett, APC (“L&B” or “Debtor”) for distribution, among others, to Young and Young’s counsel, including Conal Doyle (“Doyle”) and the Wilshire Law Firm (“WLF”). L&B failed to make the required distributions, and litigation between Young, Doyle, WLF and L&B (the “Young/L&B Litigation”) ensued.

On April 21, 2017, the parties to the Young/L&B Litigation entered into a settlement agreement (the “Young/L&B Settlement Agreement”). This was prior to the commencement of Debtor’s preference period, which commenced on May 5, 2017. The Young/L&B Settlement Agreement provides, in relevant parts:

1. the “Layfield & Barret Parties”, defined in opening paragraph to include Debtor, would pay (a) \$58,759.27 to Doyle, (b) \$179,098.20 to WLF and (c) \$250,000 to Young (by a check made payable to the client trust account of Defendant Neifert Korshid [“NK”]) (*id.*, paragraph 4,a, i through iii) (collectively, the “Doyle/WLF/Young Payments”); and

2. L&B represented that (a) it was entitled to receive a referral fee in another case (the “Dominguez Case”) that had recently settled and (b) it would execute an irrevocable authorization and direction to pay directly (the “Irrevocable Authorization/Direction”) to the Dominguez Case’s counsel of record (the Homampour Law Firm [“Homampour”]) to pay the Doyle/WLF/Young Payments directly to Doyle, WLF and Young upon its receipt of the Dominguez Case settlement funds (*id.*, paragraph 4, g).

Also on April 21, 2017, which as noted above was prior to the commencement of Debtor’s preference period, Doyle provided Homampour with fully-executed Young/L&B Settlement Agreement and the Irrevocable Authorization/Direction.

The Dominguez Case settlement funds were awarded by the District Court on June 15, 2017, during the preference period. Homampour made the Doyle/WLF/Young Payments to Doyle, WLF

1 and Young between June 16, 2017 and June 20, 2017. Out of the \$250,000 sent to Young via NK,
2 the amount \$15,028.45 was transferred on June 20, 2017 to the NK operating account in satisfaction
3 of amounts owed by Young to NK.

4 On July 23, 2018, Trustee filed a complaint in this Bankruptcy Case in Adversary No. 2:18-
5 ap-01233-NB (the "Young Adversary") for the avoidance and recovery of preferential transfers
6 seeking the avoidance and recovery of the Doyle/WLF/Young Payments made by Homampour to
7 Young, Doyle and WLF from Young, Doyle, WLF and NK (as the immediate or mediate transferee
8 of the transfer of \$250,000 to Young). With regard to the transfer of \$250,000 to Young via the NK
9 client trust account, the Trustee dismissed his claim against Young upon Young's demonstration of
10 his effective insolvency. Thus, Trustee currently is pursuing only the avoidance and recovery of (a)
11 \$58,759.27 from Doyle, (b) \$179,098.20 from WLF and (c) \$15,028.45 from NK -- for a total
12 amount of \$252,885.92.

13 II.

14 **JURISDICTION, VENUE AND CASE BACKGROUND**

15 **A. Jurisdiction and Venue**

16 The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a
17 core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408
18 and 1409. The statutory and rule predicates for the relief sought herein are sections 105(a) and
19 363(b)(1) of the Bankruptcy Code and Rules 2002(a)(3) and 9019(a) of the Federal Rules of
20 Bankruptcy Procedure (the "Bankruptcy Rules").

21 **B. The Commencement of the Case and Appointment of the Chapter 11 Trustee**

22 On August 3, 2017, petitioning creditors, TDF, a law firm that previously has referred
23 matters to the Debtor, and Mario Lara, Nayazi Reyes and Maria A. Rios, each a client of the Debtor
24 (the "Petitioning Creditors"), filed an involuntary petition for relief under chapter 7 of the
25 Bankruptcy Code against the Debtor. That same day, the Petitioning Creditors filed an *Emergency*
26 *Motion for Appointment of an Interim Trustee Under 11 U.S.C. § 303(g) and Granting Emergency*
27 *Relief* [Docket No. 3] (the "Trustee Motion").
28

1 In the Trustee Motion, the Petitioning Creditors asserted, among other allegations, that
2 “[s]ettlement proceeds have not been distributed and may no longer exist, vendors and other
3 creditors have not been paid and clients are effectively unrepresented in some 80 pending cases,”
4 and that, consequently, the appointment of a trustee is “essential to protect and preserve property of
5 the ... estate and to prevent concealment, waste, loss or conversion of the assets of the estate”
6 Trustee Motion at 1.

7 In response to the Trustee Motion, the Debtor filed a *Motion to Convert Case Under 11*
8 *U.S.C. §§ 706(a) or 1112(a)* on August 8, 2017 [Docket No. 19] (the “Conversion Motion”), seeking
9 to convert the Case to one under chapter 11 of the Bankruptcy Code. On August 11, 2017, the Court
10 entered orders granting the Conversion Motion [Docket No. 25], and denying the Trustee Motion
11 [Docket No. 24]. The Order for Relief in the Case also was entered effective August 11, 2017
12 [Docket No. 99].

13 On August 16, 2017, the Debtor, Petitioning Creditors, and putative secured creditor,
14 Advocate Capital, Inc. (“Advocate Capital”), entered into a *Stipulation for the Appointment of a*
15 *Chapter 11 Trustee* [Docket No. 38], which the Court approved by order on August 17, 2017
16 [Docket No. 42].

17 On August 21, 2017, the United States Trustee (the “UST”) filed its *Notice of Appointment of*
18 *Chapter 11 Trustee*, appointing Richard M. Pachulski as Chapter 11 Trustee in the Case [Docket No.
19 51]. Also on August 21, 2017, the UST filed an *Application for Order Approving Appointment of*
20 *Chapter 11 Trustee* [Docket No. 53], which application was granted by the Court’s order entered the
21 following day [Docket No. 56].

22 On August 28, 2017, the Trustee filed his *Acceptance of Appointment as Chapter 11 Trustee*
23 [Docket No. 63].

24 III.

25 THE SETTLEMENT AGREEMENT

26 At the time the Trustee initially filed the Young Adversary, the information provided to the
27 Trustee indicated that Doyle had not provided Homampour with fully-executed Young/L&B
28 Settlement Agreement and the Irrevocable Authorization/Direction until June 15, 2017, within the

1 preference period. Thus, the Trustee believed that, pursuant to California Uniform Commercial
2 Code sections 9318(b) and 9406(a), Debtor retained its rights in the Doyle/WLF/Young Payments
3 until June 15, 2017 and assessed the estate's likelihood of success in pursuing the avoidance and
4 recovery of those payments as high.

5 During a mediation of the Young Adversary held on December 16, 2019, the Trustee learned
6 that in fact Doyle had provided Homampour with fully-executed Young/L&B Settlement Agreement
7 and the Irrevocable Authorization/Direction on April 21, 2017, outside the preference period. When
8 the Trustee reassessed the estate's likelihood of success in pursuing the Doyle/WLF/Young
9 Payments in light of the new information, the Trustee concluded that the likelihood of success had
10 greatly diminished and no longer justified continuing the pursuit of the Young Adversary in the face
11 of the offer of Doyle and WLF to pay the Trustee the sums of \$5,875.02 and \$17,909.82,
12 respectively (the "Settlement Payments").

13 Accordingly, the Trustee and the Remaining Defendants entered into the Settlement
14 Agreement and Mutual Release (the "Settlement Agreement"), a true and correct copy of which is
15 attached as Exhibit 1 to the attached Declaration of James K. T. Hunter.

16 IV.

17 ARGUMENT

18 A. The Standard of Review

19 Bankruptcy Rule 9019(a) sets forth the requirements for the settlement or compromise of
20 controversies after notice to all creditors and a hearing upon each such proposed compromise.
21 Bankruptcy courts favor compromise. *See In re Sassalos*, 160 B.R. 646, 653 (D. Or. 1993) (stating
22 that "compromises are favored in bankruptcy, and the decision of the bankruptcy judge to approve or
23 disapprove a compromise ... rests in the sound discretion of the bankruptcy judge."). In reviewing a
24 settlement, bankruptcy courts must determine whether the settlement is "fair and equitable" based on
25 an "educated estimate of the complexity, expense, and likely duration of . . . litigation, the possible
26 difficulties of collecting on any judgment which might be obtained and all other factors relevant to a
27 full and fair assessment of the wisdom of the proposed compromise." *Protective Committee v.*
28 *Anderson*, 390 U.S. 414, 424 (1968). When deciding whether to approve a settlement, the

1 bankruptcy court must determine if the settlement is reasonable under the circumstances of the case,
2 fair and equitable, and in the best interest of the estate. *See Martin v. Kane (In re A & C Props.)*,
3 784 F.2d 1377, 1381 (9th Cir. 1986).

4 The United States Court of Appeals for the Ninth Circuit has indicated that in determining
5 the fairness, reasonableness, and adequacy of a proposed settlement agreement, a court should
6 consider the following factors: (1) the probability of success in litigation; (2) the difficulties, if any,
7 to be encountered in the matter of collection; (3) the complexity of the litigation involved and the
8 expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the
9 creditors and the proper deference to their reasonable views in the premises (collectively, the
10 “Woodson Factors”). *See Woodson v. Fireman’s Fund Ins. Co. (In re Woodson)*, 839 F.2d 610, 620
11 (9th Cir. 1988) (quoting *A & C Props.*, 784 F.2d at 1380). It is not necessary that all of the
12 conclusions reached in the consideration of each of the Woodson Factors support the settlement, but
13 taken as a whole, those conclusions must favor the approval of the settlement. *See In re Pacific Gas*
14 *& Elec. Co.*, 304 B.R. 395, 417 (Bankr. N.D. Cal. 2004) (citing *In re WCI Cable, Inc.*, 282 B.R. 457,
15 473-74 (Bankr. D. Or. 2002)). “Ultimately, the court must determine whether the individual
16 settlement sought to be approved under Bankruptcy Rule 9019(a) falls within the lowest range of
17 reasonableness.” *In re TCI2 Holdings, LLC*, 428 B.R. 117, 136 (Bankr. D.N.J. 2010).

18 **B. The Settlement Agreement Satisfies the Rule 9019(a) Standard**

19 As discussed below, consideration of the Woodson Factors supports Court approval of the
20 proposed Settlement Agreement.

21 **1. Probability of Success**

22 If, instead of entering into the Settlement Agreement, the Trustee were to seek to enforce an
23 entitlement to an amount in excess of that provided for therein, the likelihood of success would, in
24 the Trustee’s counsel’s opinion, be low. The Court might very well determine that, in light of the
25 fact Doyle had provided Homampour with fully-executed Young/L&B Settlement Agreement and
26 the Irrevocable Authorization/Direction on April 21, 2017, outside the preference period, the Trustee
27 is not entitled to any recovery from all or any of the Remaining Defendants.

28 **2. Difficulties With Collection**

1 This factor is not relevant to the Trustee's determination to enter into the Settlement. The
2 requisite funds are available to satisfy Trustee's claims against the Remaining Defendants in full.

3 **3. The Complexity of the Litigation**

4 In the absence of the Settlement, the Trustee would need to establish the bankruptcy estate's
5 right to recovery. While the required proof would not be particularly fact-intensive, the preparation
6 for trial would be substantial for the estate given the amounts at issue and the low probability of
7 success.

8 **4. Interests of Creditors**

9 It is overwhelmingly in the best interests of creditors for the Trustee to enter into the
10 Settlement Agreement to avoid the administrative expense of having to continue to prosecute the
11 Young Adversary against the Remaining Defendants given the low likelihood that that pursuit would
12 end up resulting in a net recovery by the estate in excess of that provided for by the Settlement
13 Agreement.

14 **C. Adequate Notice of the Motion Has Been Given**

15 Notice of this Motion and the hearing thereon has been given to (1) AG; (2) the Debtor; (3)
16 all parties who have filed Proofs of Claim or Interest in the Case; (4) all parties receiving notice
17 through the Court's CM/ECF electronic notification system; (5) Wellgen Standard, LLC; (6) the
18 Office of the United States Trustee; and (7) all parties who have requested special notice of matters
19 arising in the Case. Accordingly, adequate notice of the Motion has been given.
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V.

CONCLUSION

WHEREFORE, the Trustee respectfully requests that this Court enter an order (a) approving the Settlement Agreement; (b) authorizing the Parties to enter into and take any and all actions reasonably necessary to effectuate the Settlement Agreement; and (c) granting the Trustee such other and further relief as the Court deems just and proper.

Dated: February 7, 2020

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ James K.T. Hunter

James K.T. Hunter

Attorneys for Richard M. Pachulski,
Chapter 11 Trustee

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

DECLARATION OF JAMES K. T. HUNTER

I, James K. T. Hunter, declare as follows:

1. I am the attorney at Pachulski, Stang, Ziehl & Jones LLP, counsel of record for Richard M. Pachulski, the duly appointed Chapter 11 Trustee in the bankruptcy case of Layfield & Barrett, APC, who has had primary responsibility for handling the Young Adversary and determining, with the Trustee's ultimate approval, how to assess the likelihood of the estate prevailing in the Young Adversary on the estate's claims against the Remaining Defendants.

2. I make this declaration in support of the *Motion for Order Approving Settlement With Conal Doyle, Wilshire Law Firm, PLC, Babak Bobby Saadian and Neifert Khorshid, a Professional Law Corporation* (the "Motion") to which this Declaration is annexed. All matters set forth in this Declaration are based on my personal knowledge and my review of relevant documents, including, without limitation, information supplied to me by the Debtor and by others. If called upon to testify, I could and would testify competently to the facts set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Motion.

3. Through the Settlement Agreement, a true and correct copy of which is attached as Exhibit 1 hereto, the Parties want to resolve their disputes regarding the claims asserted by the Trustee in the Young Adversary against the Remaining Defendants.

4. If, instead of entering into the Settlement Agreement, the Trustee were to seek to enforce an entitlement to an amount in excess of that provided for therein, the likelihood of success would, in my opinion, be low. The Court might very well determine that, in light of the fact Doyle had provided Homampour with fully-executed Young/L&B Settlement Agreement and the Irrevocable Authorization/Direction on April 21, 2017, outside the preference period, the Trustee is not entitled to any recovery from all or any of the Remaining Defendants.

5. Considerations involving the difficulties of collection are not relevant to the determination to enter into the Settlement since the requisite funds are available to satisfy Trustee's claim for attorneys' fees in full.

6. In the absence of the Settlement, the Trustee would need to establish the bankruptcy estate's right to recovery. While the required proof would not be particularly fact-intensive, the

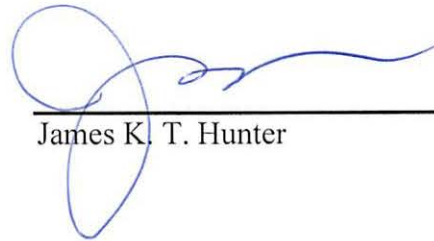
1 preparation for trial would be substantial for the estate given the amounts at issue and the low
2 probability of success.

3 7. It is overwhelmingly in the best interests of creditors for the Trustee to enter into the
4 Settlement Agreement to avoid the administrative expense of having to continue to prosecute the
5 Young Adversary against the Remaining Defendants given the low likelihood that that pursuit would
6 end up resulting in a net recovery by the estate in excess of that provided for by the Settlement
7 Agreement.

8 I declare under penalty of perjury under the laws of the United States of America that the
9 foregoing is true and correct.

10 Executed February 7, 2020 at Los Angeles, California.

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James K. T. Hunter

EXHIBIT 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered by and between Richard M. Pachulski, solely in his capacity as the Chapter 11 trustee (the "Trustee") for the bankruptcy estate of Layfield & Barrett, APC (the "Debtor") in Case No. 2:17-bk-19548-NB ("Debtor's Bankruptcy Case"), on the one side, and Conal Doyle ("Doyle"), Wilshire Law Firm, PLC ("WLF"), Babak Bobby Saadian ("Saadian") and Neifert Khorshid, a professional law corporation ("NK" and, collectively with Doyle, WLF and Saadian, "Remaining Defendants"), on the other side. Together, the Trustee and Remaining Defendants are referred to in this Settlement Agreement as "Parties."

In consideration of the promises and exchange of covenants and mutual obligations recited herein, and other good and valuable consideration provided, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

AGREEMENT

1. **Settlement Terms.** Conditioned and effective upon the finality of the entry of an order of the Bankruptcy Court for Debtor's Bankruptcy Case approving a 9019 motion approving the terms of the Settlement Agreement (A) Doyle within five business days shall pay the Trustee the sum of \$5,875.02 (the "Doyle Settlement Payment"), (B) WLF within five business days shall pay the Trustee the sum of \$17,909.82 (the "WLF Settlement Payment" and, together with the Doyle Settlement Payment, the "Settlement Payments"), and (C) within five business days, Trustee shall file a Stipulation for the Dismissal of the adversary proceeding filed by the Trustee in Debtor's Bankruptcy Case against the Remaining Defendants, Adversary Case No. 2:18-ap-01233-NB (the "Young Adversary Proceeding"), in its entirety with prejudice.

2. **No Admission of Liability.** This Settlement Agreement represents the compromise of disputed claims and shall not in any way be considered an admission of liability by any person, firm, corporation, governmental unit, or other entity herein named or described.

3. **Mutual Releases of All Claims.** The Trustee, on behalf of the Debtor and the Debtor's estate, releases and discharges Remaining Defendants and their employees, agents, representatives, heirs, beneficiaries, and attorneys, and each of them, and all persons acting by, through, under, or in concert with, such persons, from any and all actual or potential claims, obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, anticipated, suspected, fixed, conditional, or contingent based on, arising out of, in connection with, or relating in any way to any of the claims asserted in the Young Adversary Proceeding with the exception of the obligations arising under, this Settlement Agreement.

Remaining Defendants, and each of them, release and discharge the Trustee, Debtor and Debtor's estate from any and all actual or potential claims,

obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, anticipated, suspected, fixed, conditional, or contingent based on, arising out of, in connection with, or relating in any way to any of the claims asserted in the Young Adversary Proceeding with the exception of the obligations arising under, this Settlement Agreement.

4. **Waiver of Civil Code Section 1542.** All parties to this Settlement Agreement acknowledge that they have been advised to seek legal counsel or been given the opportunity to obtain legal counsel or have been represented by legal counsel and are familiar with the provisions of California Civil Code §1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Being aware of this code section, the Trustee and Remaining Defendants expressly waive and relinquish all rights and benefits which they may have thereunder as well as under any other statute or common law principle of similar effect.

Each party understands that the facts in respect of which the releases made in this Settlement Agreement are given may hereafter turn out to be other than or different from the facts now believed by each party to be true; and each party hereto accepts and assumes the risk of the facts turning out to be different and agrees that this Settlement Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

Each of the parties acknowledges and agrees that nothing contained herein shall release or discharge any of them from the rights, duties and obligations assumed under this Settlement Agreement.

5. **Authority of the Parties.** As set forth herein, and expressly subject to the approval of the Bankruptcy Court, each Party represents and warrants that they have full authority to enter into and perform this Settlement Agreement, that the execution and performance of this Settlement Agreement has been duly authorized by all requisite corporate action and/or actions, and that the Settlement Agreement shall be binding on the Parties.

6. **Representation By Counsel.** Each of the Parties hereto acknowledges that he or she has been represented by, or has had the opportunity to be represented by, independent counsel of his or her own choosing throughout all negotiations that preceded the execution of this Settlement Agreement.

7. **Successors and Assigns.** This Settlement Agreement and all covenants and commitments set forth herein, shall be binding upon the Parties hereto and their legal successors, heirs, executors, administrators, assigns, partners and representatives, and shall inure to the benefit of the Parties hereto and their legal successors, heirs, assigns, attorneys, accountants, executors, administrators and representatives.

8. **Governing Law.** This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to the conflict of law rules thereof.

9. **Costs and Fees.** Each Party shall bear his or her own attorney's fees and costs in connection with this Settlement Agreement.

10. **Cooperation.** The Parties hereto mutually covenant and agree to execute any additional documents to effect the intent and purposes of this Settlement Agreement.

11. **Litigation.** In the event that any action is required to enforce, defend or construe any provision of this Settlement Agreement, or if any action is brought on any claim released hereby, the prevailing party shall be entitled to recover all of his or its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action(s). Whether a party is a prevailing party for purposes of this provision shall be determined by the court before which such action is brought.

12. **Headings.** The captions and headings used in this Settlement Agreement are inserted for convenience and reference only and shall not be used in construing the provisions hereof.

13. **Entire Agreement.** Each Party represents and acknowledges that in executing this Settlement Agreement, he does not rely and has not relied on any representation or statement made by the other Party or by the other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Settlement Agreement, except for representations set forth expressly in this Settlement Agreement. This Settlement Agreement contains the entire understanding and complete agreement of the Parties with respect to the subject matter of this Settlement Agreement. No amendment or modification of this Settlement Agreement shall be valid or binding upon the Parties hereto unless made in writing and executed by the Parties.

14. **Construction of Agreement.** This Settlement Agreement is the product of mutual negotiation, contribution, and drafting of the Parties and their respective attorneys, and the fact that one Party or the other, or his or her attorneys, drafted any particular provision or language shall not affect the interpretation thereof.

15. **Terms.** The terms of this Settlement Agreement are contractual, not mere recitals; this Settlement Agreement is the negotiation between and among the Parties,

each of whom had participated in the drafting hereof through such Party's respective counsel.

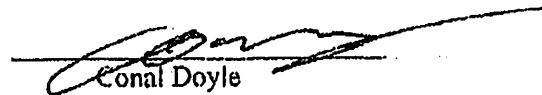
16. **Execution.** This Settlement Agreement has been carefully read, the contents thereof are known and understood, and it is signed freely by each Party executing this Settlement Agreement.

17. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The Parties' signatures may be exchanged or transmitted by facsimile or email, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Settlement Agreement is hereby executed as of the date first written below by each party.

Date: January 21st, 2020

CONAL DOYLE


Conal Doyle

Date: January 28, 2020

WILSHIRE LAW FIRM, PLC

By: 
Babak Bobby Saadian


Date: January 28, 2020

BABAK BOBBY SAADIAN


Babak Bobby Saadian

Date: January __, 2020

NEIL K KHORSHID

By: 
Anoiel Khorshid

Date: January __, 2020

CHAPTER 11 TRUSTEE

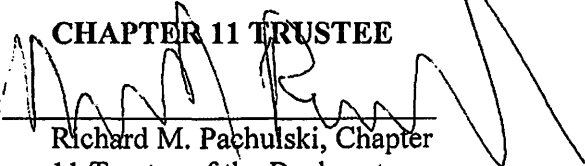
By: _____
Richard M. Pachulski, Chapter
11 Trustee of the Bankruptcy
Estate of Layfield & Barrett,
APC

Date: January __, 2020

NEIFERT KORSHID

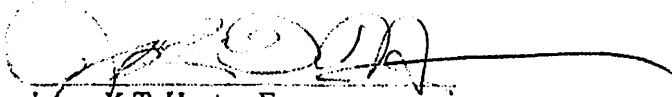
By: _____
Anoiel Khorshid

Date: January 7, 2020

CHAPTER 11 TRUSTEE
By: 
Richard M. Pachulski, Chapter
11 Trustee of the Bankruptcy
Estate of Layfield & Barrett,
APC

Approved as to Form and Content:

PACHULSKI STANG ZIEHL & JONES LLP



James K.T. Hunter, Esq.
Counsel to Richard M. Pachulski,
Chapter 11 Trustee

Approved as to Form and Content:

RESNIK HAYES MORADI LLP



M. Jonathan Hayes, Esq.
Counsel to Conal Doyle, Wilshire Law Firm, PLC, Babak Bobby Saadian, Neifert
Khorshid, a professional law corporation

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION FOR ORDER APPROVING SETTLEMENT WITH CONAL DOYLE, WILSHIRE LAW FIRM, PLC, BABAK BOBBY SAADIAN AND NEIFERT KHORSHID, A PROFESSIONAL LAW CORPORATION; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF JAMES K. T. HUNTER IN SUPPORT THEREOF** in support thereof will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **February 7, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) **February 7, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **February 7, 2020**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA HAND DELIVERY

United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1552 / Courtroom 1545
Los Angeles, CA 90012

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 7, 2020
Date

Mary de Leon
Printed Name

/s/ Mary de Leon
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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**In re Layfield & Barrett, APC
Case No. 2:17-bk-19548-NB**

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